

HOLLYWOOD *Casino*

HOTEL & RACEWAY

BANGOR



2020

PENN NATIONAL GAMING, INC.

HORSE RACING GUIDE

2020

HORSE RACING GUIDE

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THIS 2020 HORSE RACING GUIDE SHALL BE SUPPLEMENTED WITH THE RULES AND POLICIES OF THE LOCAL RACING GUIDE FOR HOLLYWOOD CASINO HOTEL & RACEWAY

Penn National Gaming

A LEADER IN RACING

Penn National Gaming, Inc. (“PNGI” or the “Company”) through its subsidiaries owns, operates or has ownership interests in gaming and racing facilities and video gaming terminal operations. As of October 15, 2019, the company operates 42 facilities in 19 jurisdictions, including Colorado, Florida, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Massachusetts, Michigan, Mississippi, Missouri, Nevada, New Jersey, New Mexico, Ohio, Pennsylvania, Texas, and West Virginia. In aggregate, Penn National Gaming’s facilities feature over 51,000 gaming machines, over 1,300 table games and 9,000 hotel rooms. The Company also offers social online gaming, online casino and sports wagering through its Penn Interactive division and has a leading customer loyalty program with over five million active customers.

The Company’s headquarters are in Wyomissing, Pennsylvania with additional offices in Las Vegas, NV.

Our Tradition of Live Racing

The roots, and name, of Penn National Gaming trace to a racetrack in Grantville, Pennsylvania. Starting in 1972 with Penn National Race Course, the Company has now grown into not only one of the nation’s top gaming companies, but the largest owner of pari-mutuel facilities in North America. The Company conducted over 1,400 live racing dates and processed over \$1 billion in pari-mutuel handle on its races or at its facilities in 2019.

PNGI has full or joint venture ownership in 13 racetracks, including Thoroughbred Racing at Hollywood Gaming at Mahoning Valley Race Course (Austintown, OH), Zia Park Casino, Hotel & Racetrack (Hobbs, NM), Hollywood Casino at Penn National Race Course (Grantville, PA), Hollywood Casino at Charles Town Races (Charles Town, WV), Sam Houston Race Park (Houston, TX), and Retama Park (Selma, TX.) (Retama Park, Sam Houston Race Park and Zia Park also conduct Quarter Horse racing.) Standardbred Racing is conducted at Freehold Raceway (Freehold, NJ); Hollywood Casino, Hotel & Raceway (Bangor, ME), The Meadows Casino, Racetrack and Hotel (Washington, PA), Hollywood Gaming at Dayton Raceway (Dayton, OH) and Plainridge Park Casino (Plainville, MA.) Sanford Orlando Kennel Club (Longwood, FL) and Valley Race Park (Harlingen, TX) host Greyhound Racing. In addition to live racing, year-round simulcasting from racetracks around the country, and the world, are offered at all of these facilities.

PNGI operates or jointly operates five Off-Track Wagering facilities: two in Pennsylvania, two in New Jersey and one inside our Bangor, Maine casino. PNGI also operates the national account wagering site *Hollywoodraces.com* which offers legal pari-mutuel wagering via the internet, mobile app and telephone in 22 states.

Major Races & Events

Offering quality race meets and presenting marquee races is the mission for PNGI's racing division. PNGI's racing profile has increased dramatically in recent years with significant major races on the national calendar, highlighted by the Grade 2, \$1 million Charles Town Classic, the Grade 3, \$300,000 Charles Town Oaks, the \$500,000 Grade 2 PENN Mile and \$200,000 Fabulous Strike Handicap (Penn National Race Course), the \$300,000 Houston Ladies Classic and \$200,000 John Connally Stake, both Grade 3 races (Sam Houston Race Park), \$1.8 million New Mexico Breeder's Championships and \$1 million Land of Enchantment Day (Zia Park) and the \$250,000 Steel Valley Sprint (Mahoning Valley.) On the harness side major races include the \$175,000 Dayton Trotting Derby and \$175,000 Dayton Pacing Derby (Dayton Raceway), the \$250,000 Spirit of Massachusetts Trot (Plainridge Park) and the \$400,000 Adios Stakes (The Meadows.)

INTRODUCTION TO THE GUIDE

The public reputation and goodwill of Penn National Gaming, Inc. ("PNGI"), as well as each of the race tracks it owns or operates (collectively and individually referred to herein as the "Racetrack"), are valuable assets vital to our success. As members of the pari-mutuel wagering and gaming communities, it is necessary for all of us to adhere to the industry's highest standards of integrity in order to ensure both positive public perception and maintain the licenses and regulatory privileges of PNGI and the Racetrack.

This ***Horse Racing Guide*** (the "Guide") applies to all personnel and individuals associated with the Racetrack, including all persons who hold valid and current racing licenses or who are otherwise permitted on the Racetrack's privately owned property, including, but not limited to, owners, racing officials directly employed by the Racetrack (excluding employees of Racing Commissions or other government regulatory bodies), trainers, trainers' agents, grooms, veterinarians, vendors, pony people, outriders, independent contractors, jockeys, jockeys' agents, drivers, guests, other agents, and anyone else with a racing license or permit (collectively referred to herein as the "Racing Participants").

Racing Participants shall comply with all rules and policies within the Guide. Failure to abide by the rules and policies within the Guide may result in sanctions being imposed on a Racing Participant, including but not limited to loss of stabling and/or racing privileges, ejection, eviction or barring from all premises of the Racetrack. A Racing Participant's violation of the Guide at any one PNGI's Racetrack, may be considered by PNGI, in its sole discretion, as a

violation applicable to all other PNGI Racetracks, and such Racing Participant may face sanctions at all PNGI Racetracks.

The Guide covers a wide range of actions designed to foster integrity and honesty among all Racing Participants. It does not cover every issue that may arise, but rather sets out basic principles of behavior for all Racing Participants. Dishonest or illegal conduct will constitute a violation regardless of whether the conduct is specifically addressed in the Guide. In order to maintain the privilege to enter and conduct business on the Racetrack grounds, Racing Participants must be familiar with and comply with the Guide as well as all applicable laws and regulatory requirements.

No guide or code of conduct can replace the thoughtful behavior of someone conducting their business with a high level of integrity. Thus, in addition to the Guide, all Racing Participants are also expected to conform to the racing industry's highest standards of professional and ethical conduct. Any decision to act, or not to act, against a person covered by this Guide is at the sole discretion of the Racetrack and based on the information and circumstances of each individual occurrence.

While we expect to periodically give notice relative to updates to the Guide and other matters, because of the fast-paced and highly-regulated nature of our business, the Racetrack reserves the right to alter or amend this Guide and any or all of its rules and policies, at any time, and from time to time, at its or PNGI's sole discretion. The Guide is distributed in the public areas accessible to Racing Participants as well as on the websites of every Racetrack. We will make reasonable efforts to communicate any such change; however, it is incumbent upon the Racing Participants to make themselves familiar with the contents of the Guide and to be aware of any changes, updates or modifications to this Guide.

PART 1 – GENERAL

1.1 STANDARDS OF CONDUCT

A. General

All persons covered by the Guide shall avoid conduct that is detrimental to the integrity of, and public confidence in, the pari-mutuel wagering and gaming community. Ethical and responsible conduct serves the interests of the Racetrack, the Racing Participants, and the racing industry as a whole. Illegal or irresponsible conduct does more than simply tarnish the offender. It can put innocent persons at risk, damage the reputation of others, and undermine the public's respect and support for the racing industry.

In the normal course of our business, the Racetrack may require Racing Participants to complete and sign various forms, and provide other information as required or requested, prior to being granted access to or continuing with racing privileges at the Racetrack. Racing Participants are expected to fully cooperate at all times in these processes.

B. Dishonest, Offensive or Illegal Conduct

While criminal activity is clearly outside the scope of permissible conduct, and persons who engage in criminal activity will be subject to the appropriate legal actions, the standards of behavior for Racing Participants are considerably higher than merely avoiding conviction of a crime. Instead, persons must conduct themselves in a way that is not only “lawful,” but that also promotes a high degree of integrity within the industry. Persons who fail to live up to this standard are subject to sanctions by the Racetrack.

By way of example only, and not intended as an exclusive list, the following activities are prohibited (whether within or outside of the Racetrack grounds):

- Criminal offenses of any kind;
- Violent or threatening behavior;
- Conduct that creates a negative public perception of PNGI or the Racetrack;
- Conduct that undermines or puts at risk the integrity and reputation of the pari-mutuel wagering and gaming industry in general;
- Violation of the Racetrack’s safety policies or rules;
- Failure to comply with the lawful directions of authorized Racetrack representatives; and
- Misrepresentations in any application or form or other disclosure statements made to the Racetrack or to any government regulatory body.

C. Racing Misconduct

Any person(s) involved in entering or scratching horses that Racetrack reasonably believes is not in good faith will be in violation of the Guide. Examples of this conduct include, but are not limited to:

- Entering a race without the intention of racing;
- Entering a horse into a race or causing a horse to be entered into a race for the benefit of another;

- Frequent scratching of horses entered to race; and
- Knowingly receiving a horse through a transfer, or acting as a “program trainer,” from/or for individuals not permitted on Racetrack’s property or not properly licensed by the appropriate regulatory body.
 - i. In such cases, a trainer or other individual associated with horse may be required to provide written documentation evidencing such individual is the actual trainer, or that a legitimate transfer has taken place among the former trainer or owner, wholly separated from any matters involving such horse. Documentation that may be required includes, but is not limited to, bank records, checks, receipts or signed affidavits. This requirement is over and above any requirements that may be placed on an individual by a regulatory body and the legitimacy of the transfer in question will be determined in the Racetrack’s sole discretion.
 - ii. Unless Racetrack receives documentation and evidence to its satisfaction that such a complete separation between current and former trainer exists, Racetrack reserves the right to restrict the entering of horses, or entry of horses to the grounds of Racetrack that (1) made their most recent start within 120 days; and/or (2) made their most recent start in the name of a Racing Participant who would not be permitted to participate in racing at Racetrack, whether due to action taken by Racetrack, a violation of this Guide, or based on violation of rules and regulations in the applicable jurisdiction.
 - iii. In the event an individual is serving a suspension from a recognized jurisdiction, Racetrack reserves the right to restrict entries from individuals who are closely associated or related to the suspended individual or such individuals who worked directly for the suspended individual unless Racetrack has determined otherwise.

D. Medications and Related Issues

In the event of a positive test received in a recognized jurisdiction by a Racing Participant, or a horse under the care of a Racing Participant, Racetrack reserves the right to impose sanctions as contained herein.

A “positive test” is defined herein as the presence of a prohibited medication, or a medication in a horse in excess of allowable amounts as stated in the applicable rules and regulations of a recognized jurisdiction, the subsequent confirmation of such an excess by a split sample (if conducted) and the documented verification of such an excess by a recognized jurisdiction’s horse racing regulatory authority; *provided however that* when a split sample is not requested,

the original test indicating the presence of medication in excess of allowable amounts as stated in the applicable rules and regulations of a recognized jurisdiction shall constitute a “positive test.”

Racetrack understands that positive tests occur with medications that are classified as to their pharmacological impact and its impact on the ability to affect the performance of a horse or the outcome of a race. However, an owner or trainer whose horse in such trainer’s care and custody receives a positive test for a Class 1 or Class 2 medication or a Category A penalty (as determined by the most edition of the *“Uniform Classification Guidelines for Foreign Substances and Recommend Penalties and Model Rule”* as amended from time to time by Association of Racing Commissioners International, “ARCI”), or tests positive or is in possession of medication not permitted by the Food and Drug Administration (FDA) or tests positive or is in possession of a controlled substance within a recognized by jurisdiction (collectively referred to as “Medication Violations”) may be sanctioned by the Racetrack, with such sanctions including revocation of racing and/or stabling privileges at Racetrack and other PNGI Racetracks, upon receipt of reasonable information acknowledging a positive test(s) or possession of such substances.

The Racetrack reserves the right to restrict entry in any race at any PNGI Racetrack to a horse that has received a Medication Violation and such horse(s) may be required to vacate the grounds of the Racetrack. All horses in the care of a trainer receiving a Medication Violation, may also be requested to vacate the Racetrack grounds for a period of time as determined by the Racetrack. An Owner whose horse(s) receives a Medication Violation with two (2) or more different trainers in any recognized jurisdiction may be sanctioned by the Racetrack, which may include revocation of racing privileges at Racetrack and PNGI Racetracks. For purposes of this provision, any individual or corporation will be deemed an owner of a horse if their percentage of ownership requires them to be licensed in the jurisdiction where the positive test occurred.

A trainer, an individual horse(s) and/or the owner of an individual horse(s) that receive multiple positive tests, without regard for the classification of the medication, may be sanctioned by the Racetrack. In making such a determination, the Racetrack may consider the frequency and time span encompassing the period of reported positive tests; the classification of the medication(s) for the positive tests; the nature and severity of the medication involved in such positive tests; extenuating circumstances regarding the positive tests, and; any other previous conduct by the trainer and/or owner that Racetrack deems relevant in making such a determination regarding such positive tests.

Any adjudication process undertaken by a trainer, owner or individual associated with a horse receiving a positive test(s) shall not be a determining factor upon the Racetrack with regard to any independent action or sanctions imposed by the Racetrack.

With the exception of licensed veterinarians permitted to practice on Racetrack grounds, the possession of hypodermic needles, syringes and medications contrary to any applicable regulation is prohibited and may result in sanctions by the Racetrack.

Racetrack may take any action under this section for any violation of Prohibited Practices Section of ARCI's "*Uniform Classification Guidelines for Foreign Substances and Recommend Penalties and Model Rule*" as amended from time to time. Such Prohibited Practices include, but not limited to at this time, possession or use of Cobalt, Erythropoietin (EPO), Darbepoietin, Oxyglobin, Hemopure, and Demorphin or any other drug, substance or medication not approved by the United States Food and Drug Administration (FDA) for use in the United States or controlled medications or substances not approved within recognized racing jurisdictions.

E. Illegal Drugs/Alcohol

The use, distribution or possession of illegal drugs is not permitted at any time on grounds of the Racetrack. For the purposes of this rule, an illegal drug is any drug which is not legally obtainable, or one which is legally obtainable but has not been legally obtained, including prescription drugs not legally obtained and prescription drugs that were prescribed for someone else. Alcohol is not permitted within any Racetrack backstretch area, or in any barns or dormitories located on Racetrack property.

F. No Solicitation Policy

There is a no solicitation policy at the Racetrack, which includes, but is not limited to, circulation of petitions, political flyers, or distribution of literature not approved in advance in writing by the Racetrack. Signs identifying stables and trainers and vendors must be approved and in writing by the Racing Secretary's Office or appropriate Racetrack Manager.

G. Mortality Reviews

In the event a horse suffers a catastrophic injury or sudden death either during the course of a live race, during training hours or otherwise while on the grounds of the Racetrack, Racetrack may require the trainer, and/or any other individual associated with the training, racing, care or custody of such horse to participate in a mortality review meeting with Racetrack. Such review meetings shall be scheduled as soon as practical after such incidents occur.

Furthermore, it is the responsibility of the trainer, or veterinarian for trainer, to report the death of any horse under their care or custody, regardless of reasons or circumstances, within eight (8) hours to the proper Racetrack racing official. No horse may be removed from the Racetrack grounds without such notification and authorization for removal by Racetrack. Racetrack reserves the right to require, at cost of trainer/owner of such horses, a necropsy, examination and removal of any horse that is euthanized or dies, for any reason, on the grounds of Racetrack.

Failure of any individual to participate in, and fully cooperate with the abovementioned reviews and notifications may lead to revocation of all stabling and racing privileges at the Racetrack and other PNGI Racetracks.

H. Animal Welfare

Any Racing Participant covered by this Guide who handles or treats any animal without regard for the well-being of the animal or causes physical injury or pain or suffering to the animal, including excessive or unnecessary training or whipping, as determined in the sole discretion of Racetrack, may be sanctioned. Except as required by statute or regulation, it is the sole responsibility of the trainer to ensure that a licensed and competent veterinarian is available at all times to ensure the health and welfare of such trainer's horses and to attend to trainer's horses at all times such horses are on the grounds of Racetrack in any and all emergency situations in which a regulatory or Racetrack veterinarian is not required to be present or to respond to a trainer's horse(s.).

In the event Racetrack receives credible and verifiable information regarding a Racing Participant who knowingly, or without conducting proper due diligence, buys or sells a horse for slaughter, directly or indirectly, such individual(s) may be sanctioned by the Racetrack. The Racetrack highly encourages Racing Participants to obtain proper written documentation on the sale or transfer of any horse that they previously raced or was stabled on the grounds of Racetrack. The Racetrack reserves the right to require trainer or individuals responsible for a horse to provide such documentation.

I. Treatment of Racetrack Staff/Non-Disparagement

All persons covered by the Guide are required to afford the Racetrack's staff the highest level of professional courtesy and treatment. Racing Participants agree to fully cooperate in providing information pursuant to any investigation by Racetrack or its agents.

Any verbal or physical mistreatment or inappropriate or disrespectful conduct toward the Racetrack's staff will be a violation of required standards.

It shall be a violation of standards for any person covered by the Guide to disparage PNGI or the Racetrack, or any of their affiliates, employees, staff or personnel, in any manner by any type of medium. This includes, but is not limited to, disparagement by use of the internet, e-mail, and via any social media such as blogs, Facebook, Twitter, etc.

J. Past Conduct and/or Sanctions

Past conduct and/or sanctions having occurred at other PNGI Racetracks, in other recognized jurisdictions or at other facilities may be considered when evaluating the fitness of an individual covered by the Guide to conduct business on any PNGI Racetrack property. Such evaluations and decisions will be at the sole discretion of PNGI and the Racetrack.

1.2 REPORTING GUIDELINES AND WHISTLEBLOWER PROTECTION

Individuals may, in good faith, report violations or suspected violations of the Guide via written submission made in a timely manner to the PNGI Corporate Vice President of Racing (c/o PNGI's corporate office at 825 Berkshire Blvd., Wyomissing, PA 19610) or the Racetrack's Director of Racing. There will be no retaliation of any kind against any person for good faith reporting of a suspected violation. Any person who feels that they have been retaliated against shall report it as set forth above. Any person who retaliates against someone who in good faith has reported a suspected violation is subject to sanctions by the Racetrack.

1.3 ACTING IN GOOD FAITH

Anyone filing a report or complaint concerning a violation or suspected violation of the Guide must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or were known to be false when made will be viewed as a serious violation of the principles contained in this Guide.

1.4 RACETRACK AS SOLE ARBITER

As property owner responsible for the integrity of racing at its locations the Racetrack is the sole and ultimate arbiter in interpreting and enforcing provisions of this Guide and the Local Racing Guide of the respective Racetrack.

1.5 RACETRACK AS A PRIVATE ACTOR

While Racetrack may consider violations of racing rules in recognized jurisdictions and/or results of medication testing performed by a recognized jurisdiction when exercising its rights against individuals violating provisions of this Guide, Racetrack is a wholly separate and private entity from any state agency or government regulatory body and Racetrack at all times acts independently from any such agencies or regulatory bodies with respect to all persons covered by the Guide.

As Racetrack is duty bound to uphold the law, no efforts by Racetrack to do so shall be construed as Racetrack operating as an instrument of the state.

1.6 INSURANCE

All persons holding a racing license or permit as a trainer may be required to have workmen's compensation insurance as required by the Racetrack and/or recognized jurisdictional authority or Racing Commission. Trainers shall, upon request by Racetrack or recognized Racing Commission or jurisdictional authority, provide a workmen's compensation certificate and any other documentation Racetrack, Racing Commission or jurisdictional authority may reasonably request evidencing that the foregoing insurance is in effect.

Racetracks may require trainers on behalf of themselves, and their agents and employees, as well as any other vendors, guests or independent contractors working or entering the grounds of the Racetrack, to maintain comprehensive general liability insurance in a minimum amount proscribed in the Local Racing Guide or required by the Racetrack, which is intended to indemnify the Racetrack, and its directors, officers, employees, landlords and agents from any and all liability arising from a trainer's actions. If such general liability insurance is mandated in the Local Racing Guide, the individual, upon request by Racetrack, shall provide a certificate of insurance and any other documentation Racetrack may reasonably request evidencing that the foregoing insurance is in effect.

Any vehicle operated on the Racetrack grounds or in the Racetrack stable area may be required to be properly registered with Racetrack and proof of proper insurance will be required upon request. No person shall operate any vehicle on the grounds of Racetrack without a valid driver's license.

Racetrack reserves the right, at any time, to require Racing Participants to show proof of any appropriate insurance coverage as it deems necessary.

1.7 SURVEILLANCE/INSPECTION

The racing industry is highly-regulated and requires significant oversight including security-related measures. As a result, surveillance and security inspection measures are in use within the Racetrack premises. All individuals entering the grounds at the Racetrack consent to all surveillance and/or inspection measures employed by the Racetrack for both individuals and horses.

The Racetrack may require horses to be placed in a pre-race surveillance program and/or specified secured areas prior to the post time of the race in which they are entered under terms, conditions, policies and procedures prescribed from time to time by the Racetrack.

Racetrack reserves the right to inspect any vehicle entering, exiting or parked on the grounds of the Racetrack as well as any piece of equipment brought onto the grounds of Racetrack by any individual. Failure to allow inspections under this section may result in sanctions by the Racetrack.

A trainer and his/her veterinarian are required to ensure that there will be no treatment or administration given to a horse (other than for a documented emergency situation), or medications administered to a horse, on race day, other than the administration of approved race day medication(s) in the respective jurisdiction of Racetrack. Racetrack reserves the right to impose additional requirements for horses scheduled to race, including but not limited to restricting access to horse's stall on race day for purposes other than feeding, general grooming

and administration of permissible race day medication(s) of such horse as well as emergency veterinary care.

Responsibility and costs for any horse in any surveillance program will remain solely with the horse's trainer. In no event will Racetrack assume responsibility or liability for such horse(s).

1.8 ASSUMPTION OF RISKS

All persons covered by this Guide acknowledge horses, horse riding and racing, horse training and practicing, caring for horses and all other equestrian related activities can be extremely dangerous and routinely involve risk of serious injury, death and/or property damage.

By participating in our industry and choosing to enter the Racetrack premises and participate in Racetrack events voluntarily, Racing Participant has and does hereby assume all of the above risks, and releases Racetrack, on the Racing Participant's behalf and on behalf of all their family members, and will hold Racetrack harmless from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever which Racing Participant now has or which may arise out of or in connection with his/her participation in those activities and risks.

PART 2 – RESULT OF GUIDE VIOLATIONS

2.1 IMPOSITION OF SANCTIONS

A violation of any of the rules and policies set forth in this Guide and/or Racetrack's Local Guide may lead to the imposition of sanctions against Racing Participants. Subject to applicable regulatory requirements, sanctions shall be administered in the sole discretion of the Racetrack, including but not limited to:

- i. temporary suspension or permanent loss of privileges, including loss of stabling and/or racing privileges at Racetrack;
- ii. loss or refund of any or all nomination, declaration and entry fees;
- iii. being barred from all Racetrack and PNGI's Racetrack premises;
- iv. being barred from any PNGI property or facility;

v.any other remedy available by law.

Any sanction which involves a Racing Participant's privileges being suspended or revoked, or a Racing Participant being barred from Racetrack premises, may involve such loss, suspension or barring from any or all of the PNGI Racetracks, as determined in the sole discretion of PNGI and or Racetrack. Subject to Section 2.2 below, the sanctions as set forth by Racetrack for any violation of the rules and policies are final.

2.2 OPPORTUNITY FOR RECONSIDERATION

In cases where Racetrack has barred a Racing Participant from the premises for a period of more than two (2) years, such person subject to such action may seek review of the decision by written request directed to the PNGI Corporate Vice President of Racing or the Director of Racing at Racetrack which originally issued the ejection and setting forth, in detail, the grounds for the request for reconsideration.

Any review shall not be considered until a minimum of one (1) year has elapsed since the last review of such ejection. Racetrack is under no obligation to grant a review or reconsider a prior ejection.

Mailing Address: Hollywood Casino Hotel & Raceway
500 Main Street
Bangor, ME 04401

Main Phone: (207)561-6068
Web Site: www.hollywoodcasino.com
2020 Racing Dates: August 19 – October 25
Post Times: 3:00 PM *Wednesday* & Sunday

Racing Office Number: (207) 561-6072, 6073
Fax: 561-6074

Stewards Office: (207) 561-6075

Barn/Track Superintendent: (207) 478-5991

Judges Office: (207) 561-6071

**IN CASE OF AN EMERGENCY DIALING 974-3554 WILL CONNECT
YOU TO OUR SECURITY COMMAND CENTER.**

Maine Harness Racing Commission
Mailing Address: 28 State House
Station Augusta,
ME 04333

Phone: (207) 287-3221
Fax: (207) 287-5576

Bangor Racing Officials & Personnel

Austin Muchemore	.....	General Manager
Michelle Collins	.....	Marketing
Michael Hopkins	.....	Manager of Live Racing
Paul Verrette	.....	Race Secretary
Scott Graziosi	.....	Barn/Track Superintendent
Jeanie Thayer	.....	Program Director/Charter
Brenda Smith	.....	Assist. Racing Secretary/Clerk of Course
Frank Hall	.....	Presiding Judge
Marc Warren	.....	Associate Judge
Ron Merrill	.....	Associate Judge
Ryan Nelson	.....	Paddock Judge
Rick Crane	.....	Gate Driver
Wes Brown	.....	Starter
Miles Greenleaf	.....	State Steward
Teleview	.....	Timing/Photo Finish
Roberts Communications	.....	Simulcast Vendor
Wayne Harvey	.....	Race Announcer
Dan Saunders	.....	Director of Security
Tim Powers , DVM	.....	State Veterinarian
Thomas Smith	.....	Tote Manager, Sportech

HORSEMEN'S GROUPS & ASSOCIATIONS

Maine Harness Horsemen's Association
 185 State Street
 Augusta, ME 04330
 Phone: (207) 623-6442
 Fax: (207) 623-6444
 Email: dapjess@adelphia.net

Maine Association of Agricultural Fairs
 PO Box 432
 Belgrade, ME 04917
 Phone: (207) 465-3062

Maine Standardbred Breeders & Owners
 PO Box 246
 Cornish, ME 04020
 Phone: (207) 625-3281

HORSEMEN'S SUPPLIES & SERVICES

Veterinarians

Somerset (207) 487-5810
 Veterinary Clinic

Feed Supplies

Blue Seal (207) 947-6326
 Perkco (207) 379-2921

Maine Horse and Rider (207) 989-7005

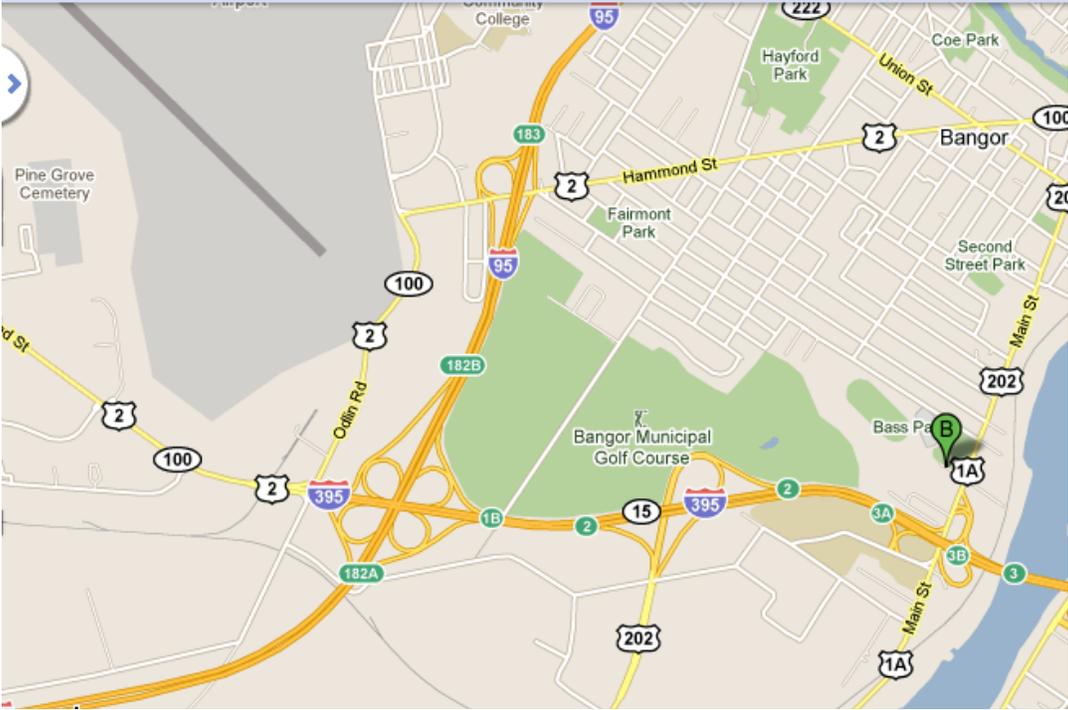
TRAVELING TO HOLLYWOOD Casino HOTEL & RACEWAY

Commercial Flights & Airports

<u>Airport</u>	<u>Miles to HSHR</u>	<u>Main Number</u>
Bangor International	5	992-4600
Portland Jetport	140	874-8877

Map & Directions

When traveling north or south on I95, take exit 182A to merge onto I-395 toward Brewer/Bangor. Take exit 3A-B and merge onto Main Street. Continue on Main Street until you arrive at Hollywood Casino Hotel & Raceway. At the first set of lights, the Bass Park entrance to the harness track is to your left.



LODGING INFORMATION



Accommodations that are strictly A-list

After a full day at the casino or cheering home a winner at the track, you can relax in the Hollywood Casino Hotel. With 148 deluxe rooms and 4 suites, it's the perfect spot when you want to escape to Hollywood.

Call 1-207-974-3500 to book or to learn more. If you prefer to book online, go to hollywoodcasino.com.

RV PARKING

HCHR offers RV parking with water/electric/sewer for the horsemen at a 50% discount. Reservations can be made through our hotel. Space is limited; it is encouraged to book in advance at (207) 974-3500. Sites are equipped with 2 20 amp and 50 amp plug. Pets are welcome; owners are responsible for their pets and must be leashed at all times and not disrupt other campers with barking

TRACK INFORMATION

TRACK SURFACE

½ mile stone dust track

10% slope in turns

Width: 60 feet

Number of Stalls: 155 (approx.)

HORSEMEN POLICIES

MEALS

Located adjacent to the Paddock, The Paddock Grill is open every race day, at least an hour before first race post time until the last race. Due to COVID -19 no meals will be provided

PERSONS ENTERING THE GROUNDS

- 1.1 All horsemen in the stable area must have a valid Maine Harness Racing Commission license in their possession at all times. Horsemen must present their license upon entering the area and when requested to do so by a Hollywood Casino Hotel & Raceway Security Officer.
- 1.2 All trailers must enter and depart the grounds, including the stable area, through the Dutton Street Entrance.
- 1.3 Minors must be accompanied by an adult MHRC license holder while in the stable area and under their supervision at all times. Parents or Guardians accept all responsibility and liability for minors on the grounds at all times. Minors may not enter restricted areas.
- 1.4 Trainers shipping horses to HCHR in advance of races must make arrangements with the Barn/Track Superintendent for stabling, limited space available. Trainers will receive their assigned stall(s) upon arrival.
- 1.5 All Trainers must have evidence of a negative up-to-date Coggins Test and proof of EHV Vaccinations on file in the race office prior to training or entering any race. All out of state horses entering the grounds must present a valid Health Certificate in addition to a valid Coggins and EHV.

VEHICLES

- 2.1 Any vehicle operated on the grounds or in the stable area must be properly registered and insured. No person shall operate any vehicle without a valid driver's license.
- 2.2 Motorcycles and ATV's shall not be permitted in the stable area at any time.
- 2.3 Vehicles driven in the stable area shall not exceed 5 miles per hour. No vehicle may be operated in a reckless manner at any time.
- 2.4 No parking in restricted areas or working on vehicles in the stable area. Vehicles found parked outside designated parking areas will be ticketed and may be towed at the owner's expense.
- 2.5 Security reserves the right to tow any vehicles not in compliance with these rules at the owner's expense.
- 2.6 The following vehicle policies, with respect to trailers and trailer parking, apply:
 - 2.6.1 All owners parking vehicles/trailers on HCHR property must show proof that the vehicle/trailer is legally registered with the DMV and properly insured.
 - 2.6.2 All trailers must have valid license plates on them.
 - 2.6.3 All parking privileges are at the discretion of HCHR and may be revoked at any time.
 - 2.6.4 Trailers may not obstruct any path for moving vehicles.
 - 2.6.5 No trailers can be used to dump garbage, debris or other materials.
 - 2.6.6 Anyone found violating this policy will be towed.

PROHIBITED ITEMS

- 3.1 No propane/gas, charcoal or electric grills permitted in the stable areas.
- 3.2 No extension cords of any type may be used in the stables, tack rooms, shed rows unless approved in writing by the HCHR maintenance.
- 3.3 No heating or cooking devices of any kind are permitted in the stables, shed rows and/or tack rooms. Heating and cooking devices include but not limited to heat lamps; immersion heaters; microwaves; toaster ovens, space heaters and coffee makers.

- 3.4 No refrigerators or similar appliances are allowed inside or outside the barns. Washing machines have been made available inside the restrooms only. No additional washing machines are allowed.
- 3.5 No flammable liquids or materials are to be stored in stables, shed rows, or tack rooms.
- 3.6 Dogs will not be permitted in the stable areas at any time.
- 3.7 No firearms, explosive materials, fireworks, ammunition, and/or any other type of weapons are permitted in the stable area at any time.
- 3.8 Couches are not permitted in tack rooms. Desks, chairs, filers and other simple office equipment are allowed.
- 3.9 Signs or displays that advertise goods or services are strictly prohibited and considered to be violations of HCHR's no-solicitation policy.

PROHIBITED ACTIVITIES

- 4.1 The use of the tack rooms is limited to storing equipment for horses only. No other items may be stored. Human habitation in the stables and/or tack rooms is strictly prohibited.
- 4.2 Any excessive noise/or loud parties in the stable areas are prohibited.
- 4.3 No smoking in the barns. Maine Law also requires a 20 foot buffer from any entrances.
- 4.4 There is an ABSOLUTE NO SOLICITATION policy on all of HCHR property which includes, but is not limited to, impermissible forms such as circulation of petitions or distribution of literature not approved by HCHR. Signs identifying stables and trainers must be approved by the Barn/Track Superintendent. All other signs including signs of vendors are strictly prohibited.
- 4.5 Penn National Gaming, Inc., North America's largest pari-mutuel operator, has implemented a company-wide policy addressing individuals competing at its pari-mutuel facilities who sell their horses to brokers for resale and slaughter.

The Company's policy states "Any horsemen stabled at a Penn National Gaming, Inc. owned or operated horse racing facility who knowingly, or without conducting proper due diligence, sells a horse for slaughter, directly or indirectly, will have his or her stalls revoked and may, in addition, be barred from all of our racing properties. Penn National Gaming, Inc. requires that horsemen participating at the Company's racetrack conduct proper due diligence on those buying horses and encourages horsemen participating at Penn National facilities and industry-wide to support

rescue and adoption efforts and to seek humane means of dealing with horses unable to continue racing.”

FANS & ELECTRICAL CORDS

- 5.1 All fans and heaters must be approved in writing by HCHR maintenance before their installation and use.
- 5.2 All fans must be UL approved with a 3-prong style grounded cord.
- 5.3 Extension cords, including electrical fan cords, must be in good and safe condition with no splicing or taping allowed.
- 5.4 Electrical fans must have a cage or screen type cover over the fan blades.
- 5.5 The use of electrical taps on outlets is strictly prohibited.
- 5.6 All fans must be kept in working order with no loose parts
- 5.7 Any unsafe fans or cords will be collected and disposed of.
- 5.8 If unapproved fans are found, or anyone is found in violation of these rules, it will result in: the required removal of the fans, with the penalties and timelines outlined in the “Barn & Horses Inspections” section applicable.

BARN MAINTENANCE & POLICIES

- 6.1 Tack rooms are subject to search at random or during safety inspections.
- 6.2 All straw and manure is to be placed in the manure dumpsters only. Do not place other trash items in manure dumpsters.
- 6.3 Anyone dumping manure in manure dumpster must push it to the highest, front point in the dumpster.
- 6.4 Areas around the dumpsters are to be cleaned and maintained by stable/stall assignees.
- 6.5 Trash dumpsters are to be used for trash from the stables only. No person shall bring any trash from off-site to be disposed of in the dumpsters.
- 6.6 Trainers will be held responsible for manure dumpster and trash violations committed by their help.

- 6.7 Any trainer (including the trainer's help) cited for violating the aforementioned trash and manure rules will be subject to:
- The loss of one (1) stall for a first offense in a twelve (12) month period;
 - The loss of five (5) stalls for a second offense in a twelve (12) month period; and
 - The loss of all stalls for a third offense in a twelve (12) month period.
- 6.8 All water faucets must be turned off after use and hoses disconnected. Do not force the faucets closed. They will strip the connection and you will have problems with your faucet. Hand tightens slightly; the water will drip for several seconds before stopping.
- 6.9 Electric wiring is not to be altered by putting in additional temporary plugs or wire.
- 6.10 Light bulbs of more than 100 watts are not allowed.
- 6.11 Exercising of horses is NOT permitted in the stable area.
- 6.12 All individuals on HCHR grounds must cooperate with Security. Any violation of the HCHR or Maine Harness Racing Commission Rules and Regulations will not be tolerated.
- 6.13 The barn perimeter must be kept debris free. No abandoned vehicles jog carts, sulkies, or other equipment/material permitted.
- 6.14 NO alterations to the barn can be made without written permission from management.

BARN & HORSE INSPECTIONS

- 7.1 HCHR expects trainers allocated stalls to ensure their area is kept clean, safe and in a professional manner. Every Thursday, or on other days as needed, HCHR will conduct barn inspections, with a horsemen's representative to ensure trainers are complying with this request of management. Anyone found in violation will be given one week, or another time period as indicated by HCHR, to correct any problem that is found. Any problem not corrected in this time period will result in the loss of one stall. Should the problem not be corrected within one additional week, the trainer may lose all stalls allocated to them.
- 7.2 HCHR will also conduct unannounced tattoo checks of horses in stalls. At any point, a trainer found with a horse other than their own in any one of their stalls without prior permission of the Barn/Track Superintendent, will lose each stall where such a horse is found. Any trainer subject to discipline for this infraction twice in any twelve month period shall lose all stalls allocated.

TRAINING & SCHOOLING RULES

As they may change from year to year, please check the signup sheet in the racing office for gate training days and times.

- 8.1 All drivers/trainers are required to wear a safety helmet with a secured chin-strap, when Jogging/training/competing in a race or qualifier. No exceptions.
- 8.2 Towing of horses is by permission only
- 8.3 No jogging on the rail.
- 8.4 Entrance gates to the track will close ten (10) minutes prior to the track's closing for maintenance or scheduled events.
- 8.5 No horses allowed on the track when the gates are across the entrances, or if starting gate is operating on the track other than starting a race
- 8.6 No jogging/training after dark.
- 8.7 Track closes at 3PM on days with 5:00 pm post. Track closes at 4:00pm on days with 7pm post.
- 8.10 Always stay outside the cones/pylons

Paddock Access

- 9.1 HCHR recognizes the paddock as a restricted and working area.
- 9.2 All persons entering the paddock must be in possession of their license and may be asked to present it on request. Anyone not in possession of the proper identification will be denied entrance.
- 9.3 Smoking is not allowed in the Paddock Barn. Smoking is allowed only at the middle and drop off entrance to the paddock; a 20 foot must be maintained from the specified entrances. Any smoking violation will be subject to fines delivered by the paddock judge.
- 9.4 Children are not allowed in the paddock at any time.
- 9.5 Horses must be in the Paddock at least one hour prior to post time of the race in which the horse is to compete.

Trailer Park

- 10.1 Please bring any issues with your site, such as but not limited to a plugged sewer or electrical issue, to the attentions of management.
- 10.2 Pets must be under your control and not infringe upon other campers and their sites.

- 10.3 Quiet time begins at 11:00 pm until 6:00 am. Please respect your fellow campers.
- 10.4 In case of an emergency or suspicious behavior, DIAL 974-3554 to contact our Security Command Center.
- 10.5 Washers/Dryers are not permitted outside of the RV and clotheslines are not permitted.

DIVISION OF PURSES

11.1 All overnight races will be subject to the following purse distribution.

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
50%	25%	12%	8%	5%

12.1

RACING OFFICE HOURS

- 12.2 Draw days: 10AM – 12PM
- 12.3 Non-draw days: posted in the race office.

CLOSING OF ENTRIES

13.1 12 pm on draw days. Entries are accepted, by phone, online, USTA or by fax. 207-561-6074

Entry Day:	Thursday	Sunday	
Race Day:	Sunday	Wednesday	

13.2 Certain races may be kept open or changed after 12PM, at the Racing Secretary’s discretion.

RACING OFFICE POLICIES

All horses entered in claiming races must have claiming authorizations on file in the race office.

- 14.1 Claiming allowances are 4 YO Mares 50%, 3 YO Fillies 70%, Aged Mares 20%, 4 YO H&G 30%, 3 YO C&G 50%.
- 14.2 Please make all attempts to avoid in person contact with office staff
- 14.3 Qualifying times are Pacers 2:05, Trotters 2:08 with allowances for age and track conditions.

PREFERENCE & PREFERENCE DATE SYSTEM

16.1 Preference date is the most recent scheduled performance date, be it a race, qualifier or scratch date. There are no exceptions to this.





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Sign Up

ME100

Presented by Hollywood Races

Persons under 21 years of age may not enter the gaming area unless licensed employees. Do you or anyone you know have a gambling problem? For help, services & counseling please call 1-800-522-4700. Must be at least 18 years old for pari-mutuel wagering during seasonal live harness racing.

2020 Hollywood Casino Bangor Calendar

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

■ 3:00pm ET

★ August 19—October 25 ★
 Live Racing Every Wednesday & Sunday @ 3pm ET

CONTACTS

General Manager
Austin Munchemore
austin.munchemore@pngaming.com
(207) 561-6101
Fax (210) 651-7097

Director of Racing Operations
Michael Hopkins
michael.hopkins@pngaming.com
(207) 974-3551
Fax (207) 974-3559

Simulcast Manager (Corporate)
David Koepp
david.koepp@pngaming.com
(405) 816-9117

Settlements
Adrienne Hill
adrienne.hill@pngaming.com
(717) 469-3216
Fax (717) 469-3397

Tote - Sportech
QDC East Hub

Uplink - Roberts Communication Network
(702) 365-1875
Fax (702) 365-6815

HOLLYWOOD *Casino*

BANGOR

500 Main Street

Bangor, ME 04401

www.hollywoodcasinobangor.com

HUB INFORMATION

Sportech • QDC East (Penn National Gaming)
Ted Shaine • (855) 637-5787
Event Code: BGN • Transmit Code: PNG • Breakage: Dime
ITSP: Net Pool • Protocol Version: 6.0

WAGERING FORMAT

10 Race Card

Race	WPS	EX	TRI	DD
Race 1	WPS	EX	TRI	DD
Race 2	WPS	EX	TRI	
Race 3	WPS	EX	TRI	
Race 4	WPS	EX	TRI	
Race 5	WPS	EX	TRI	P3
Race 6	WPS	EX	TRI	
Race 7	WPS	EX	TRI	
Race 8	WPS	EX	TRI	
Race 9	WPS	EX	TRI	DD*
Race 10	WPS	EX	TRI	

*Late Daily Double will always end in the last race

Pool	Takeout	Minimum Bet	Box	Wheel
WPS	18.00%	\$2.00		
Exacta	26.00%	\$2.00	\$1.00	\$1.00
Trifecta	26.00%	\$2.00	\$1.00	\$1.00
Daily Double	26.00%	\$2.00		\$1.00
Pick 3	26.00%	\$2.00		\$1.00

Bangor Raceway Accident/Loose Horse Emergency Action Plan

In the event of an on track accident emergency procedures are put in place at Bangor Raceway to protect the public, staff, and horses on property. Should an accident occur during live racing, the Presiding Judge will take control of situation and implement the track emergency action plan by activating the emergency warning beacons located on the scoreboard, starting car, and paddock judges office. All two way radio traffic will cease to leave a clear channel of communication between the Presiding Judge, Security, and the Starting Gate team. The Presiding Judge will have control of the Public Address System and instruct all spectators to get back from the fence line (enforced by Grandstand Security Personnel). Paddock Security will direct ambulance to the infield when track is clear to proceed, ambulance will take the most expedient route to accident scene via the infield. All drivers and track equipment will pull to the infield and await the Presiding Judges instructions over the Public Address or two way communications. In the case of a rider less horse (s) the Presiding Judge will instruct the Starting Gate Driver to enter the track and open the starting gates wings and implement the procedures the driver has been trained on until horse(s) trainer(s) are able to corral the horse(s) In the event of an accident occurring during training the Lead Track Labor will secure all track exits so horse(s) cannot escape the oval confines. The exit to the barns will be a gathering spot for the horsemen to corral the loose horse and restrain it so as no harm comes to the horse or public. Should there be injuries to horse or driver 911 will be notified immediately along with a veterinarian.

14.4 Qualifying times are Pacers 2:05, Trotters 2:08 with allowances for age and track conditions.

PREFERENCE & PREFERENCE DATE SYSTEM

16.2 Preference date is the most recent scheduled performance date, be it a race, qualifier or scratch date. There are no exceptions to this.

16.3 Horses transferred to a second choice event will lose preference to those already entered and eligible to the event UNLESS the original event did not fill.

MEDICATION RULES

- 17.1 As per Maine Harness Racing Commission Rule Chapter 11, Sect. 1, line 2, no horse participating in a race or programmed to participate in a race shall carry in its body any prohibited substance, except as provided by the regulations:
- 1) Phenylbutazone is to be administered in such dosage amount that the test sample shall not contain more than 5 micrograms per milliliter of blood.
 - 2) Phenylbutazone may be administered after the horse is entered to race, but in no event less than (24) twenty-four hours before post time of the race in which the horse is entered.

LASIX RULES

- 18.1 Any horse that is treated with furosemide (lasix) must be treated on HCHR grounds. All treatments will be not less than (2 1/2) hours prior to post time and will be administered by the Department Veterinarian.
- 18.2 The fee for lasix treatments will be collected by the Department Veterinarian.
- 18.3 No trainer may remove a horse from or add a horse to the lasix list without prior approval of the Department Veterinarian.
- 19.1 Maine Harness Racing Commission states protective safety vests are required by all persons competing in a race or qualifier at HSHR.

The following documents are available in the race office:

W-9 or W-8ECI Request for Taxpayer Identification Number and Certification
The Maine State Harness Racing License Application
The MHHA Membership Application

NOTICE TO ALL RACING PARTICIPANTS WAIVER AND RELEASE OF ALL CLAIMS

Please be advised that a number of people in the United States in general and in the state of Maine in particular have been diagnosed with the coronavirus. A possibility exists that you could be exposed to the coronavirus in the course of the work that you perform at Bangor Raceway in Bangor, ME. If you are exposed to the coronavirus, you could develop the infectious disease known as COVID-19.

In consideration of continuing to have access to the Hollywood Casino Hotel and Raceway premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby expressly waive for yourself and on behalf of your executors, administrators, representatives, successors, heirs, agents, assigns, and insurers any and all claims (including but not limited to claims resulting from property damage, personal injuries, sickness, illness and death) that you now have or may have at any time in the future against HC Bangor, LLC, Penn National Gaming, Inc., and their respective parents, subsidiaries, divisions, affiliated corporate entities, members, landlords, predecessors and successors, and their respective directors, officers, shareholders, employees, representatives, agents, assigns, and insurers as a result of or arising out of exposure to the coronavirus, including the development of COVID-19.

In further consideration of continuing to have access to the Hollywood Casino Hotel and Raceway premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby expressly release for yourself and on behalf of your executors, administrators, representatives, successors, heirs, agents, assigns and insurers any and all claims, demands and damages (including but not limited to claims, demands and damages resulting from property damage, personal injuries, sickness, disease, and death) that you now have or may have at any time in the future against HC Bangor, LLC, Penn National Gaming, Inc., and their respective parents, subsidiaries, divisions, affiliated corporate entities, members, landlords, predecessors and successors, and their respective directors, officers, shareholders, employees, representatives, agents, assigns and insurers as a result of or arising out of exposure to the coronavirus, including the development of COVID-19.

All racing participants must report to security and sign the Waiver and Release of Claims before engaging in any activities on the premises.

PROTOCOLS FOR CONDUCT OF LIVE RACING AT BANGOR RACEWAY UNDER COVID-19

The conduct of live harness racing in a safe, controlled and sustainable fashion is the paramount and shared goal of stakeholders Bangor Raceway (Bangor), the Maine Harness Horsemen's Association (MHHA) and the Maine Harness Racing Commission (MHRC.)

The following policies will be in effect with the start of live racing at Bangor. The goal of these procedures shall be to meet or exceed the recommended guidelines as set forth by the Centers for Disease Control (CDC), the Maine Department of Health and local health officials.

All of the enclosed procedures are subject to constant review by the stakeholders and outside health experts with any updating or changes being communicated to stakeholders in an expedited fashion.

General Guidelines:

Horsemen will be encouraged to sign up for Bangor Text Messaging System to receive pertinent and up to date information via text messaging.

While on the grounds of Bangor all individuals shall wear a suitable face covering or mask at all times. The only exception is for horsemen while racing or training a horse while on the track.

At all times, individuals on the grounds of Bangor must follow appropriate social distancing (maintaining at least a 6-foot clearance from any other individual) whenever physically practical. Individuals should not congregate in groups.

Individuals may be removed from Bangor grounds for continued failure to adhere to rules/protocols put in place. The decision of Bangor, its employees or MHRC is final in these cases.

Individual horsemen shall be responsible for training their employees on COVID-19 best practices including reminders on social distancing requirements, outlining proper hygiene (including frequent hand washings and regular use of sanitizer) and ensuring the use of face masks at all times.

Any out of state participant is prohibited from entering the grounds of Bangor unless he/she presents a negative COVID-19 test within 72 hours of his/her race date. Maine residents are exempt if they travel out of state and return the same day.

Any individual wishing to enter the Bangor grounds should make themselves aware in advance of potential COVID-19 symptoms and self-check themselves for symptoms prior to their arrival at Bangor. Individuals showing any signs of symptoms should not attempt to enter the restricted racing areas and should take proper precautions to self-quarantine or seek medical attention.

All individuals entering Bangor restricted racing areas shall be temperature checked by Security or designated Bangor personnel. Anyone with a temperature of 100.4 degrees Fahrenheit or higher will be asked to immediately leave the premises, along with any other individuals accompanying that individual. Any horses entered by that individual will also be scratched. Any individual asked to leave the Bangor grounds due to exhibiting any suspected COVID-19 symptom shall not be permitted to enter Bangor grounds for a minimum of fourteen (14) days and may be required to show proof of a negative COVID-19 test result.

All individuals entering Bangor grounds shall sign and have on file a COVID-19 release form.

Access to Restricted Racing Areas (Barn Area and Paddock):

All vehicles (cars/trailers) arriving at Bangor must enter the track via the Buck Street entrance.

All vehicles exiting the Bangor property shall use the Dutton Street exit (left turn for all trailers.)

All individuals will be temperature checked by Security and must show a valid MHRC license.

Access to the restricted racing areas shall be limited to essential, MHRC licensed personnel required for the conduct of live racing (or qualifiers.) Essential personnel shall be defined as:

- Bangor racing officials/staff
- Bangor maintenance staff
- MHRC racing officials/staff
- Trainers
- Drivers
- Grooms
- Veterinarians
- Farrier
- Outrider
- Medical personnel
- Any other positions or individuals as determined by Bangor or MHRC

No owners, unless they fall under a category listed above, shall be permitted access any restricted racing areas. No guests shall be permitted entry to restricted racing areas and no one under the age of 16 shall be permitted in the restricted racing areas.

Only individuals with horses entered to race on that day or have prior approval from Bangor and/or MHRC shall be permitted access to the restricted racing areas.

Ship-Ins/Barn Area

Only horses approved by the Racing Secretary or Bangor personnel shall be approved to ship-in.

Proper equine health documentation for each horse arriving at Bangor is required.

Parking for ship-in vehicles shall be designated by Bangor. No individuals, other those designated as essential personnel above, shall accompany a horse shipping in and such individuals will not be permitted entry to the grounds of Bangor.

Only horses racing on that day may ship in. No training of horses will be permitted on racing dates.

Once a trainer and those accompanying him/her have been temperature checked, he/she shall report to the Paddock Judge that all horses are on-site. All horses shipping onto grounds of Bangor will be assigned specific stall stalls by the Racing Secretary and/or Bangor personnel. Spacing of stalls to promote social distancing requirements will be done whenever practical.

Lasix administration will be per current MHRC requirements and procedures. Horses shall be on the grounds in sufficient time for administration of Lasix.

Horses shipping in from outside the State of Maine shall be placed in a separate, secure area so individuals associated with those horses shall have limited interactions with others.

Minimum staffing shall accompany each horse brought on the grounds. Trainer/Groom ratio shall be as follows:

- One (1) to three (3) horses – One (1) Groom/One (1) Trainer
- Four (4) to Six (6) horses – Two (2) Grooms/One (1) Trainer
- Seven (7) or more horses – Three (3) Grooms/One Trainer

Exceptions may be requested if individuals are a driver/trainer and with permission of the Racing Secretary and/or Bangor racing officials.

Horsemen, trainers and their contractors/vendors/employees shall be responsible for cleaning frequently touched surfaces (e.g. faucets, door handles etc.) throughout the barn areas where they are assigned stalls and shall be responsible for making sanitizer available for their contractors, vendors, and employees in the areas where they operate.

Bangor will clean all common areas of the paddock and barn area and provide sanitizer in those same areas.

Identification of horses shall take place at ship in stall.

Horses shall prepare and warm up prior to their races from assigned ship-in stalls. Saddle pads will be left at each stall. Horses should not proceed to the paddock until their race is called.

Individuals may bring their own food and non-alcoholic beverages to the barn area but should not share and should dispose of trash in proper receptacles.

Horsemen are required to thoroughly clean their assigned stalls prior to leaving. All trailers and

equipment shall be thoroughly cleaned and disinfected. No overnight stabling of horses unless it is an emergency situation approved by the Racing Secretary or Bangor personnel.

Race Paddock

Only individuals associated with horses competing on that day's race card should be in the paddock and only when that individual's horse is in the paddock preparing for its upcoming race. Following the completion of its race, individuals shall exit their paddock stall in a timely manner.

The paddock judge or Bangor personnel will assign races/horses to the appropriate stalls. Every effort will be made to provide separation between horses and races in paddock and to rotate use of paddock stalls throughout the race card. Paddock stalls and surrounding areas will be disinfected daily with approved cleaning solutions.

Horsemen should make efforts to assist in cleaning all common equipment/high touch point items in paddock (cross ties, faucets) and sharing of equipment or tools should be discouraged. Use of work gloves is encouraged.

Saddle pads shall be cleaned and disinfected on a regular basis.

Paddock lounge shall be locked. The pari-mutuel wagering machine will not be available in the Paddock. Individuals shall not congregate in common area of paddock (near TV, etc.) and are encouraged to practice safe distancing including moving outside, weather permitting, whenever possible.

Only the bathrooms shall be utilized in locker room facilities. Restrooms will be cleaned regularly as well as other high touch point locations.

Driver/Trainers should arrive at track with colors (and a spare or change if needed) and their necessary equipment for the race day and keep their equipment in their vehicles or at their ship-in stall location.

Individuals should not enter any racing official's office areas in the Paddock unless instructed. Proper distancing should be practiced with horses going from paddock to the racetrack and from racetrack to paddock. Weather permitting drivers should get on/off race bike outside of the paddock. Drivers should regularly clean their race bikes.

A winner's circle ceremony will occur. Driver, trainer & groom may participate.

Racing Office

All entries will be made on-line or via telephone; racing updates shall be communicated via Textcaster.

All draws will be done via conference call or other approved method.

Bangor and MHRC will take appropriate actions in the event of a positive test for COVID-19 by a horsemen or Bangor/MHR employee who was in the racing areas or in contact with individuals associated with the conduct of racing. These actions will include contract tracing and access restrictions for certain individuals for a certain period of time may be imposed. Bangor/MHRC

and/or local or state health officials may require additional cleaning requirements or cessation of racing for a period of time to take further appropriate measure to ensure the health and safety of all individuals participating in racing at Bangor.

In the event the general public is permitted access to the grounds of Bangor additional protocols, consistent with local, state and federal health guidelines, shall be developed and disseminated.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of my qualifying as an insured under an accident and disability insurance policy maintained by **HC BANGOR, LLC d/b/a HOLLYWOOD CASINO BANGOR (“Bangor Raceway”)** for drivers and trainers at Bangor Raceway in connection with the various activities in which I will be engaged at **Bangor Raceway** for the **2020** racing season, including but not limited to training, practicing with, caring for and racing horses and all related activities (collectively, the “Activities”), on behalf of myself and my personal representatives, spouse, assigns, heirs and next of kin:

1. **Acknowledgment of Inherent Risks.** I hereby acknowledge that horses, horse riding and racing, horse training and practicing, caring for horses and all other equestrian related activities are dangerous and involve risk of serious injury, death and/or property damage. I also understand that horses, even the most well trained: are often unpredictable and difficult to control and have the propensity to behave in ways that may result in injury, harm or death to persons on or around the horse; have unpredictable reactions to such things as sounds, sudden movements, unfamiliar objects, persons or other animals; are susceptible to certain hazards, such as surface or subsurface conditions and collisions with other horses or objects; and have the propensity to kick, bite, stamp, stumble, fall and rear, among other things. I also understand that equipment can fail, resulting in falling or loss of control, and that the Activities in which I am going to be engaged oftentimes result in a participant acting in a negligent manner that may contribute to injury, death or property damage. I acknowledge that I may be injured or die or suffer property damage as a result of my participation in the Activities, whether as a result of my negligence, the negligence of others or through no fault of myself or anyone else, because of the nature of the Activities. I also expressly acknowledge that injuries received may be compounded or increased by inadequate or negligent rescue operations or procedures or medical assistance.

2. **Assumption of Risk.** I expressly acknowledge and knowingly and voluntarily assume full responsibility for any and all known and unknown risks related to or arising from my participation in the Activities, including but not limited to the risk of death, serious bodily injury and property damage, whether caused by the negligence of the Released Parties (which term is defined in Section 3 below) or otherwise, except for acts or conditions directly caused by the intentional or willful misconduct of the Released Parties.

3. **Waiver and Release.** To the fullest extent permitted by law, I hereby waive any and all rights that I or my heirs, assigns, personal representatives or next of kin may have to make a claim against or sue **HC BANGOR, LLC** its direct or indirect parent companies, subsidiaries, and landlords, and any of their respective officers, directors, shareholders, members, managers, employees and agents, and any affiliate of any of the foregoing (these parties are collectively referred to in this Agreement as the “Released Parties”), and I hereby release and discharge the Released Parties from any and all claims, liabilities, demands, losses or damages whatsoever, in each case arising from or in connection with my injury, death or property damage of any kind, whether caused or alleged to be caused by the negligence of the Released Parties or otherwise, except for acts or conditions directly caused by the intentional or willful misconduct of the Released Parties.

4. **Indemnification.** I hereby agree to indemnify and hold harmless each of the Released Parties from and against any and all losses, liabilities, damages or costs, including attorney’s fees and other litigation expenses, which any of them may incur as a result of claims brought against the Released Parties arising out of my injury or death or damage to my property or otherwise in connection with my participation in the Activities, whether caused by the negligence of the Released Parties or otherwise, except for acts or conditions directly caused by the intentional or willful misconduct of the Released Parties.

5. **Scope of Agreement: Severability.** I hereby agree that the waiver, release, and indemnification provisions of this Agreement extend to all acts of negligence by the Released Parties, including negligent rescue operations and procedures and medical assistance, negligent omissions, and is intended to be as broad and inclusive as is permitted by law. If any portion of this Agreement is held invalid or unenforceable, I agree that the remaining provisions of this Agreement shall continue in full legal force and effect.

6. **Binding Nature of Agreement: Governing Law.** I hereby agree that this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs and next of kin, without limitation. I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____ Printed Name: _____ Date: _____
READ AGREEMENT CAREFULLY BEFORE SIGNING

Signature of Witness: _____ Printed Name: _____ Date: _____

RELEASE MUST BE SIGNED PRIOR TO BEING PERMITTED TO RACE OR TRAIN ANY HORSE ON THE TRACK

RETURN TO RACING OFFICE ONCE SIGNED